

# EXHIBIT 6

649

4.25

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MEMORANDUM OF LEASE

NAME AND ADDRESS OF LANDLORD: Martin Bruce and  
Sylvia Bruce of 9 Lake Road, Great Neck, New York.

RS. MB  
JH  
PATTON PLAZA ASSOCIATES, a Partnership, consisting of  
NAME AND ADDRESS OF TENANT: Robert Siegel of 40 Schenck  
Avenue, Great Neck, New York, and Bernard L. Nussinow of 24 Elm Street,  
Woodbury, New York, as partners.

DATE OF EXECUTION OF LEASE: February 1, 1966.

DESCRIPTION OF LEASED PREMISES IN THE FORM CON-  
TAINED IN THE LEASE:

ALL that certain plot, piece or parcel of land, with the buildings  
and improvements thereon erected, situate, lying and being in the City of  
Asheville, County of Buncombe, North Carolina:

TRACT ONE:

BEGINNING at a concrete monument in the northern  
margin of the right-of-way line of dual U. S. Highways  
#19-23, known as Patton Avenue, at the southeast  
corner of the lands of Wachovia Bank and Trust Company  
and running thence with the line of said Bank, North  
12° 52' West 227 feet to a concrete monument; thence  
South 89° 45' West 119.3 feet to a concrete monument  
in the right-of-way line of Louisiana Avenue; thence  
North 36° 57' West 221.5 feet to an iron in the eastern  
margin of Louisiana Avenue; thence with the eastern  
margin of Louisiana Avenue, North 28° 51' West 63.5  
feet to an iron pipe; the Joyner corner; thence with  
Joyner, South 81° 17' East 234.57 feet to an iron pipe;  
thence still with Joyner, North 3° 7' East 161.69 feet  
to a concrete monument, the Joyner northeast corner;  
thence with Joyner, North 78° 27' West 353.92 feet  
to an iron in the eastern margin of Louisiana Avenue;  
thence with the eastern margin of Louisiana Avenue,  
North 19° 26' West 87.85 feet; thence still with said  
Avenue, North 5° 22' West 100 feet; thence South  
86° 10' 30" East 114.09 feet to an iron pipe; thence  
North 7° 20' East 52.86 feet, corner with Hargus;  
thence with Hargus, South 76° 10' 30" East 124.63 feet;  
thence North 7° 34' 30" East 93.99 feet; thence North  
5° 50' East 181.17 feet; thence South 70° 45' East  
312 feet to an iron; thence North 37° 24' East 148.93  
feet to an iron; thence South 70° 11' East 573.02 feet

to an iron in Hawkins Lane; thence with Hawkins Lane, South  $27^{\circ} 56'$  West 386.4 feet to a concrete monument; thence North  $82^{\circ} 15'$  West 113.79 feet to an iron; thence South  $32^{\circ} 53' 30''$  West 193.5 feet to a concrete monument; thence South  $23^{\circ} 27'$  West 165.86 feet to a concrete monument; thence South  $85^{\circ} 57' 30''$  East 17.59 feet to a dogwood tree; thence South  $20^{\circ} 50' 30''$  East 290.35 feet to an existing spike in the northern margin of Patton Avenue; thence with the northern margin of Patton Avenue, South  $85^{\circ} 26' 30''$  West 350.45 feet to a concrete monument; thence still with the northern margin of Patton Avenue, South  $87^{\circ} 34'$  West 25 feet to the point of Beginning. Subject, however, to right of way for the widening of Hawkins Lane and the right of way for the widening of Louisiana Avenue, and together with and subject to rights of ingress, egress, and regress, in, over and through that tract of land fronting 50 feet on Patton Avenue and running North  $12^{\circ} 59'$  West 35 feet, the center line of which is the first call in the foregoing description.

TRACT TWO:

BEGINNING at an iron pipe in the eastern margin of Louisiana Avenue, Wells' northwest corner, and running thence with the Wells' line, South  $81^{\circ} 17'$  East 234.57 feet to an iron in the line of the land of G-K, Inc.; thence with said line, North  $3^{\circ} 7'$  East 161.69 feet to a monument at a 24-inch pin, corner with Shelton; thence with the Shelton line, North  $78^{\circ} 27'$  West 353.92 feet to an iron pipe in the eastern margin of Louisiana Avenue; thence with the eastern margin of Louisiana Avenue, South  $19^{\circ} 26'$  East 12.15 feet and South  $28^{\circ} 51'$  East 211.64 feet to the point of Beginning.

TERM OF LEASE: The Lease shall be for a term of 30 years, and shall commence on the first day of February, 1966, and shall terminate on the thirty-first day of January, 1996.

SAID LEASE CONTAINS THE FOLLOWING PROVISION:

"SECTION 12.03. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent, request or approval of Landlord, express or implied, by inference or otherwise to

anyone for the performance of any labor or services, the furnishing of any materials for any improvement, alteration or repair of the Demised Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or labor or the furnishing of any materials that would give rise to the filing of any lien against the Demised Premises or any part thereof."

IN WITNESS WHEREOF the parties hereto have respectively executed this memorandum of lease this 1<sup>st</sup> day of FEBRUARY, 1966.

WITNESSES:

110-1

Martin Bruce  
Martin Bruce, Landlord

110-6

Sylvia Bruce  
Sylvia Bruce, Landlord

110-7 PATTON PLAZA ASSOCIATES

By Robert Siegel  
Robert Siegel, Tenant Partner

110-8

Bernard L. Nussinow  
Bernard L. Nussinow, Tenant Partner

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss.:

I, Jules Martin, a Notary Public in and for said county do hereby certify that Sylvia Bruce personally appeared before me this day and a cknowledged the due execution of the foregoing instrument

Witness my hand and Notarial Seal, this 1<sup>st</sup> day of  
FEBRUARY, 1966.

Jules Martin  
Notary Public  
JULES MARTIN  
NOTARY PUBLIC, COUNTY OF NASSAU, N.Y.  
COMMISSION EXPIRES MAY 23, 1967

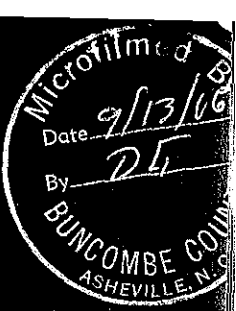
STATE OF NORTH CAROLINA )  
COUNTY OF LENOIR ) ss.:

I, GWEN B. SPARROW, a Notary Public in and for said county do hereby certify that Martin Bruce personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 1<sup>st</sup> day of February  
1966.

My Commission Expires:  
May 23, 1967

Gwen B. Sparrow  
Notary Public



STATE OF NORTH CAROLINA ) ss.:  
COUNTY OF BUNCOMBE )

I, OWEN B. SPARRON, a Notary Public in and for said county do hereby certify that Robert Siegel and Bernard L. Nussinow personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 1st day of February 1966.

*Owen B. Sparrow*  
Notary Public

My Commission Expires:

May 23, 1967

NORTH CAROLINA, BUNCOMBE COUNTY

The foregoing Certificate of *Owen B. Sparrow* a Notary Public or Justice of the Peace of the County and State designated, duly authenticated by his Notarial Seal thereto attached is adjudged to be correct. Let the instrument and the certificates be registered.

This 1st day of Feb - 1966

*Inez Samuels*  
Deputy Clerk Superior Court, Buncombe County

*Feb 1, 1966 at 3:20 pm*  
*William E. Duggan*  
Register of Deeds *Wm. L. Duggan*  
*DJP*